

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and the **REGIONAL TRANSPORTATION DISTRICT**, a district organized pursuant to the Regional Transportation District Act, Section 32-9-101 et seq., C.R.S. (the “RTD”).

RECITALS

A. The City and the RTD entered into the 2012 Eco Pass Agreement dated December 14, 2011 (the “Agreement”).

B. The parties wish to amend the Agreement to clarify Denver’s maximum payment obligation under the Agreement and as otherwise set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3, entitled “PAYMENT TERMS”, is amended by deleting the sentence starting:

“Denver’s maximum payment obligation...”

And replacing as follows:

“Denver’s maximum payment obligation will not exceed **One Million Four Hundred Ten Thousand Five Hundred Ninety-Two Dollars and No Cents (\$1,410, 592.00)**.”

2. Section 17, entitled “ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS” is hereby added to the Agreement to read as follows:

“17. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** THE RTD consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

3. Except as amended in the Amendatory Agreement, the Agreement is affirmed, and ratified in each and every particular.

4. The Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

5. The RTD assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Amendatory Agreement. The person or persons signing and executing the Amendatory Agreement on behalf of the RTD hereby warrants and guarantees that the RTD has fully authorized he or she or them to execute the Amendatory Agreement on behalf of the RTD and to validly and legally bind the RTD to all terms, performances and provisions in the Agreement as amended by the Amendatory Agreement set forth herein.

6. The Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same instrument.

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Contract Control Number: CSAHR-201103367-01

Contractor Name: RTD

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: CSAHR-201103367-01

Contractor Name: RTD

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

